

IN THE UNITED STATES DISTRICT COURT
FOR THE **RECEIVED**
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION
FEB 20 P 3:14

JOHN DEERE CREDIT, a Delaware corporation, and DEERE & COMPANY, a Delaware corporation,

Plaintiffs,

V.

**DREW HOOVER, an individual, and
KIMBERLY HOOVER, an individual,**

Defendants.

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

CASE NO. 2:07CV150-MHT

COMPLAINT

COME NOW the Plaintiffs, John Deere Credit, and Deere & Company (hereinafter referred to collectively as "Deere"), and file this Complaint showing the Court the following:

JURISDICTION AND VENUE

1. This Court has jurisdiction of the instant proceeding and the parties pursuant to 28 U.S.C. §1332.
2. The amount in controversy exceeds \$75,000.00.
3. There is the requisite diversity between the parties.
4. Venue is proper in that pursuant to 28 U.S.C. § 1331(a) (2) a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated in Covington County, Alabama. The events that are referenced or identified include signing of the respective contracts and storage of the referenced equipment.

PARTIES

5. Deere is a Delaware corporation with principal offices in Johnston, Iowa.

6. Deere & Company is a Delaware corporation, with principal offices in Moline, Illinois.

7. Drew Hoover is over the age of 19 years and it is currently unknown if Mr. Hoover is a resident/citizen of Alabama or Florida.

8. Kimberly Hoover is over the age of 19 years and it is currently unknown if Mrs. Hoover is a resident/citizen of Alabama or Florida.

STATEMENT OF THE FACTS

9. Broken Arrow Farm, LLC ("Broken Arrow"), is an Alabama limited liability company, does business in Florala, Covington County, Alabama, and is not a party to this action.

10. Broken Arrow filed a petition for an order of relief under Chapter 11, Title 11, of the United States Bankruptcy Code, November 15, 2006. As a result of the filing of the aforesaid Chapter 11 bankruptcy petition, all proceedings were stayed by virtue of the provisions of the 11 U.S.C. Section 362(a).

11. There is no stay under Title 11 that applies to codebtors in Chapter 11 cases.

12. The note and security agreement which is the subject of default by the Defendants was signed in Covington County, Alabama, and the collateral that secures the debt is located in Covington County, Alabama.

13. Broken Arrow and one or both Defendants are makers and co-makers for the following loan contracts/security agreements:

Ex	Loan Number	Origination Date	Original Principal Amount	Payoff Amount (December 13, 2006)
A	01043764674AB	10/29/03	\$31,276.87	\$27,693.56
B	01043764674AD	01/03/05	\$84,235.60	\$72,994.30

14. As of November 1, 2002, the combined total payoff balance of the instant loan contract-security agreements is \$100,687.86.

15. Deere has not received a payment on either of the notes since June 2006.

16. Broken Arrow and the Defendants have defaulted in the payment of their obligations to Deere.

**FIRST CAUSE OF ACTION
(BREACH OF CONTRACT, LOAN 01043764674-AB)**

17. Deere moves to adopt and incorporate by reference paragraphs 1 - 16.

18. Defendant Drew Hoover is in arrears and has breached the loan contract-security agreement by failing to make payments according to the terms of the agreement.

19. The deficiency owed under this loan contract-security agreement, as of December 13, 2006, is \$27,693.56.

WHEREFORE, Deere claims of Defendant, Drew Hoover, the amount of \$27,693.56, together with interest, costs, attorney fees, and for such other and further relief as this Court deems just and appropriate.

**SECOND CAUSE OF ACTION
(BREACH OF CONTRACT, LOAN 01043764674-AD)**

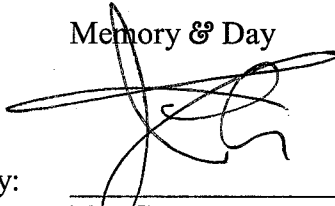
20. Deere moves to adopt and incorporate by reference paragraphs 1 - 16.

21. Defendants Drew Hoover and Kimberly Hoover are in arrears and have breached the loan contract-security agreement by failing to make payments according to the terms of the agreement.

22. The deficiency owed under this loan contract-security agreement, as of December 13, 2006, is \$72,994.30.

WHEREFORE, Deere claims of Defendants, Drew Hoover and Kimberly Hoover, the amount of \$72,994.30, together with interest, costs, attorney fees, and for such other and further relief as this Court deems just and appropriate.

Respectfully submitted on February 20, 2007.

Memory & Day

By: _____
Von G. Memory
ASB-8137-071V

James L. Day
ASB-1256-A55J

Attorneys for John Deere Credit, Inc.
and Deere & Company

OF COUNSEL:

Memory & Day
Post Office Box 4054
Montgomery, AL 36103-4054
Tel (334) 834-8000
Fax (334) 834-8001

EXHIBIT A



JOHN DEERE CREDIT

LOAN CONTRACT — SECURITY AGREEMENT

Date Contract Printed: 10/15/2003

Contract No: 04-3764674
FIXED RATE CONTRACT
 AG/L&GC Business or Commercial Use
 RTN3015 (03-07)

SELLER'S NAME AND ADDRESS

BRYSON IMPLEMENT CO., INC.
 P.O. BOX 329
 SAMSON, AL 36477

DEALER NUMBER

01-0010

PHONE NUMBER

334-898-7156

DATE ACCEPTED BY DEERE & COMPANY
For Office Use Only

PHYSICAL DAMAGE INSURANCE REQUIRED: (See Provisions Below)
 The insurance provided does not include liability insurance coverage for bodily injury or property damage caused to others. If I want liability insurance coverage, I must get that from an agent of my choice.

Broken Arrow Farm, LLC
 I want Physical Damage Insurance (Sign in this box)

INSURANCE DISCLOSURES: I know I may obtain Physical Damage Insurance from anyone I want that is acceptable to you. If I get this insurance through you, I will pay the premium shown at right. No insurance will be provided unless I sign at the right and the premium is shown.

NO. Pymts.

5

TOTAL PREMIUM

\$395.00

BORROWER'S NAME AND ADDRESS

BROKEN ARROW FARMS LLC
 P O BOX 354
 FLORALA, AL 36622

CO-BORROWER'S NAME AND ADDRESS

DREW HOOVER
 211 GEOHAGEN CIRCLE
 LAUREL HILL, FL 32567

BORROWER'S FED TAX ID.
 NUMBER
 04-3764674

BORROWER'S PHONE NO.

850-881-1331

TYPE OF BUSINESS

LLC

CO-BORROWER'S SSN

000000086

CO-BORROWER'S PHONE NO.

000-000-0000

NAME AND TITLE OF SIGNING OFFICER (If Corporation or Limited Liability Company)

DREW HOOVER-PRESIDENT

BORROWER RESIDES IN (County / State)

COVINGTON, AL

BORROWER AGREES TO KEEP GOODS IN (County, State)

COVINGTON, AL

I hereby apply to Deere & Company (the "Lender") for a loan of the Amount Financed shown below, and on the following terms and conditions. The amount of the UNPAID BALANCE shown below on Line 3 is to be used to finance the BALANCE DUE on the PURCHASE ORDER executed in connection with the purchase from the Seller of the Equipment described below (the "Goods"). I have examined and received the Goods. You can inspect the Goods at any reasonable time. I represent that any trade-in property, is free and clear of all security agreements, liens and encumbrances and acknowledge that this loan is not contingent on further financing.

PARTIES: In this agreement, the words "I", "me", and "my" mean the persons, whether one or more, who sign it as "Borrower(s)" (who is also known as "Debtor(s)"). Except as contained in the Notice to Borrower(s) paragraph, the words "you" or "your" refer to the "Lender" or to anyone the Lender assigns this agreement.

PROMISSORY NOTE: If this Loan Contract is accepted by Lender, I promise to pay to Lender or its order the TOTAL as in line 8 below, in MONTHLY INSTALLMENTS and/or INSTALLMENTS OTHER THAN MONTHLY as shown below. If more than one person signs this agreement as "Borrower" we will be jointly and severally liable for all amounts due under this agreement. I represent that the Goods are being purchased for a business, commercial or agricultural purpose.

EQUIPMENT PURCHASED

QTY.	NEW/USED	MFR.	MODEL	GOODS (Equipment)	PRODUCT ID NO.	AMOUNT
1	New	JD	5420	MFWD TRACTOR	LV5420S243463	\$28,400.00
1	New	JD	541	SELF LEVELING LOADER	W00541C023590	\$5,075.00

☐ Original Copy (JDC)

☐ Dealer Copy

☐ Customer Copy

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RTN3015 9/10/2003

Document Number: 60627684

Equipment Type: A

04-3764674

Customer Initials

JOHN DEERE CREDIT

TRADE-IN and CASH DOWN PAYMENT

QTY.	MFR.	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT ID NO.	AMOUNT
			Allowance: \$0.00 Payoff Amount: \$0.00 Lien Holder:	Payoff Account: Phone Number: JDC to make Payoff: No	\$0.00
TOTAL TRADE-IN:					\$0.00
CASH DOWN PAYMENT:					\$3,500.00
TOTAL TRADE-IN PLUS CASH DOWN:					\$3,500.00

CONTRACT INSTALLMENTS

DATE FINANCE CHARGE BEGINS: September 10, 2003		
Unless otherwise provided below payments are due each successive month on the same day of the month as the first payment		
NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	FIRST PAYMENT DUE DATE
1	\$7,005.91	September 10, 2004
1	\$7,005.91	September 10, 2005
1	\$7,005.91	September 10, 2006
1	\$7,005.91	September 10, 2007
1	\$7,005.91	September 10, 2008

SECURITY AGREEMENT: To secure the obligation evidenced by this contract and any other obligation that I may owe to Lender or to Lender's affiliates, I grant Lender a Security Interest in the Goods described above and all parts and accessories now or hereafter incorporated in or on such Goods by way of addition, accession or replacement. I also grant you a Security Interest in all proceeds, including insurance proceeds and refund of insurance premiums financed hereunder. I agree that all security granted on any other Contract between myself and Lender or any of Lender's affiliates shall also secure the obligations described in this Contract.

PREPAYMENT REFUND: I may prepay the full outstanding balance due under this agreement at any time before my payments are due and will get a refund of any unearned finance charge.

ADDITIONAL CONTRACT INFORMATION: See all of the pages of this agreement for additional information regarding non-payment, default, the right to demand immediate payment, and prepayment refunds.

LATE CHARGES: In addition to promising to pay the installments set forth above, I promise to pay past due interest accrued from maturity of each installment in default more than 10 days at 20% per annum.

STATE LAW APPLYING: The construction and validity of this Agreement shall be controlled by the law of Iowa, where this agreement is accepted and entered into, and the validity of the security interest shall be controlled by the law of the state where the Goods are to be kept and used. I acknowledge that any Iowa state law compulsory mediation requirements will apply to this agreement or the Goods financed thereunder only if I am a resident of the State of Iowa.

PREPAYMENT REFUNDS: Any refund of unearned finance charges (as described above) will be figured by the actuarial method (a common formula for figuring refunds on the early payment of installment contracts). If I make payments earlier or later than the scheduled payment due date, the actual finance charge earned will be different than shown above.

NSF FEES: If payment is made by a check which is dishonored, I agree to pay you a fee of \$20.

APPLICATION OF PAYMENTS AND PROCEEDS: Any money that you get from me as well as any insurance proceeds, proceeds from the disposition of the Goods following repossession and returned insurance premiums may be applied, at your choice to what I owe under this Agreement or to any other debt I owe you, or any of your affiliates, in spite of any instructions I may send you. Also, they may be applied to finance charges before the unpaid balance of the amount Financed and to late charges, charges for dishonored checks and past due interest before installments. If any proceeds from the sale of the Goods or insurance are applied to the debt, I remain liable to make each periodic payment described in this contract until it is paid in full. You can accept payments marked "paid in full" or with any other restrictive endorsements, without losing any of your rights under this Agreement. I agree that if my last payment under this Agreement exceeds the amount required to be paid by \$25.00 or less, you may retain that surplus amount.

The amounts shown below as Finance Charge, Total of Payments and Total Sale Price are estimates based upon the assumption that payments will be made on the scheduled payment due date according to the installment schedule. The actual Finance Charge, Total of Payments, and Total Sale Price may vary depending upon the early or late payment of scheduled installments.

ITEMIZATION OF AMOUNT FINANCED

SALES TAX (Paid to Govt. Agencies)		\$836.87
CASH PRICE (Including Tax)	1	\$34,311.87
TOTAL DOWN PAYMENT (Sum of Trade-In & Cash Down Payment)	2	\$3,500.00
UNPAID BALANCE OF CASH PRICE (The amount credited to my account with you).	3	\$30,811.87
ORIGINATION CHARGE	4A	\$50.00
OFFICIAL FEES (Paid to Public Officials)	4B	\$20.00
INSURANCE (Physical Damage Paid to Insurance Companies)	5	\$395.00
AMOUNT FINANCED (Lines 3, 4A, 4B & 5)	6	\$31,276.87
FINANCE CHARGE (Based on line 6)	7	\$3,752.68
TOTAL OF PAYMENTS (Lines 6 & 7)	8	\$35,029.55
ANNUAL PERCENTAGE RATE		3.90%
TOTAL SALE PRICE (Lines 1, 4A, 4B, 5 & 7)		\$38,529.55

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Document Number: 60627684

Equipment Type: A

04-3764674

Customer Initials

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JOHN DEERE CREDIT

DEFAULT: This contract shall be in default if: (a) I fail to pay any installment when due, (b) I attempt to sell or encumber any interest in the Goods, (c) I institute or have instituted against me proceedings under any bankruptcy or insolvency law, (d) I make an assignment for the benefit of creditors, (e) I fail to pay any taxes levied on the Goods, (f) any attachment, execution, writ or other process is levied against any of my property, (g) I fail at any time to keep the Goods properly insured as described below, (h) I remove the Goods, without prior written notice to Lender, from the location in which I have agreed to keep them, (i) I fail to maintain the Goods in good condition and repair or permit its value to be impaired, (j) I permit the Goods to be used in violation of any law, regulation or policy of insurance, (k) any representation, warranty or statement is made to Lender in connection with this agreement which is false in any material respect when made, (l) any legal entity such as a partnership, limited liability company or corporation that has agreed to pay this agreement ceases to do business, dissolves, liquidates its assets or terminates or fails to maintain its corporate existence, (m) if I die or become incompetent, or (n) for any reason Lender deems the debt or security unsafe. In any such event Lender may take possession of any Goods in which Lender has a Security Interest and exercise any other remedies provided by law, and may immediately and without notice declare the entire balance of this contract due and payable. In addition, to the extent permitted by law, Lender may collect all reasonable expenses, including attorneys' fees, bankruptcy fees and costs and collection and repossession fees incurred in realizing on the Security Interest granted hereunder, or otherwise enforcing the terms of this contract.

If you take possession of the Goods after I default, it shall be commercially reasonable for Lender to sell the Goods at a public or private sale: (i) at wholesale to a dealer in used goods of like kind; (ii) at retail to a purchaser directly or through a dealer in such used goods; or (iii) to any John Deere dealer or comparable dealer or equipment through any on-line or in-person auction or other sale, such action shall constitute a commercially reasonable sale. I acknowledge that you may, instead of selling the security, lease or rent the security and such action shall be commercially reasonable so long as you apply the proceeds of such lease or rental to the indebtedness either as such payments are received, or based upon a present value of the scheduled lease or rental payments. The enumeration of the methods described in this paragraph are without limitation to the Lender's right to dispose of the Goods by any other manner or method, whether by sale, lease, or otherwise, in a commercially reasonable fashion. A ten day notice of sale mailed to me at my address as shown on your records shall be considered reasonable notice, unless otherwise specified by law.

RISK OF LOSS AND OTHER AGREEMENTS: The Goods are held by me at my risk and expense with no abatement in my obligation on account of loss or damage. I will settle all claims of any kind against SELLER directly with SELLER and I will not use any such claim as a defense, setoff or counterclaim against any effort by Lender to enforce this contract. Waiver or condonation of any breach or default shall not constitute a waiver of any other or subsequent breach or default. You will not lose any rights you have if you accept late or partial payments or delay enforcing your rights under this Agreement. I agree that a financing statement which describes either the security contained in this Contract or a financing statement which references all equipment currently in the future financed by Lender or its assigns, may be filed in the appropriate governmental office. I agree that I will notify you whenever I change my state of location, as such term is used in Section 9-307 of the Uniform Commercial Code. **FAX AND ELECTRONIC SIGNATURE:** Each person who signs this contract agrees that any carbon signature, facsimile signature or electronic signature shall constitute an original signature within the meaning of applicable law, for all purposes. Any provision hereof prohibited by law shall be ineffective and deemed deleted to the extent of such prohibition and shall not invalidate any other provision hereof. Lender may correct patent or clerical errors in this contract, or in any purchase orders or financing statements executed in connection herewith. **CONSENT TO RECORD CALLS:** I consent and agree that my telephone conversations with you may be monitored and recorded to further improve your customer service.

PHYSICAL DAMAGE INSURANCE PROVISIONS: I agree that (except to the extent this contract is for service work) I will at all times keep the Goods insured against all risks of loss, damage or destruction for their full insurable value, with Lender listed as loss payee. I may choose the person through whom I obtain the insurance, but the insurance must be acceptable to Lender. Such insurance will provide that it may not be cancelled by me without Lender's consent and may not be cancelled by the insurer without at least 10 days written notice to Lender. I agree to provide Lender with evidence of the paid-up insurance policy that I have on the Goods within 15 days of the date of this contract and at least 30 days before the renewal date. It is understood that if I fail to deliver to Lender satisfactory evidence of paid-up insurance, Lender may, but shall not be obligated to, purchase such insurance. I agree to pay the cost thereof either at such time or times as Lender demands, together with interest thereon at the Annual Percentage Rate until paid, or to have such cost added as increases in the amounts of the installments at the sole discretion of Lender. If I provide evidence of paid-up insurance after these time periods, I agree to reimburse Lender for the cost of any insurance Lender purchased until the date such evidence is provided by me. In addition, if permitted by law, I agree to pay a reasonable administrative fee to Lender for obtaining and cancelling such insurance.

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

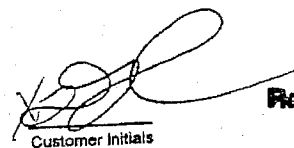
I understand that I may meet this insurance requirement by having you purchase such insurance. Inclusion of an amount for Physical Damage Insurance in Insurance Disclosures box on the front of this contract will be my election to do this, but such insurance will only be purchased if Deere & Company accepts assignment of this agreement. Such insurance will cover the fair market value of the Goods at the time of loss and will remain in effect until the insurance policy expires, or your Security Interest in the Goods terminates, or I default under this contract and you cancel the insurance, or any of the Goods are repossessed, or the Retail Installment Sales Floater Policy under which you purchased the insurance is terminated.

If I default under this contract, I give you permission to cancel any insurance on the Goods and, if allowed by law, to apply any premium refunds to my debt to you with any excess returned to me.

Any proceeds payable to me from insurance by reason of loss, damage or destruction of the Goods may be applied to my outstanding debt to you or to replacement of the Goods, at your sole discretion.

I understand and agree that you may consider my debt in default if I fail to keep the Goods properly insured at any time before my debt to you is paid in full. If that happens, you may, but are not obligated to, buy insurance to protect the Goods and add the cost to my debt to you, and I promise to pay such additional cost upon your demand.

FINANCE CHARGE START DATE: I acknowledge that unless this Contract is not accepted by the Lender, the finance charge shall commence accruing on the date specified above, regardless of when I execute this Contract.


Customer Initials

Rec'd Through U.S. Mail
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JOHN DEERE CREDIT

RTN3015 9/10/2003

Document Number: 60627684

Equipment Type: A

04-3764674

NOTICE TO BORROWER(S): 1. Do not sign this contract before you have read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under law, you may have the following rights, among others: (a) to pay off in advance the full amount due and to obtain a partial refund of the finance charge, (b) to redeem the property if repossessed for a default within the time provided by law.

IMPORTANT: BEFORE SIGNING, THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.


I AGREE THAT THE PROVISIONS ON ALL THE PAGES OF THIS FORM ARE PART OF MY AGREEMENT WITH YOU AND ARE ALSO BINDING ON ME.

Liability insurance coverage for bodily injury and property damage caused to others not included.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

I acknowledge receipt of a true copy hereof.

BROKEN ARROW FARMS LLC



DREW HOOVER-PRESIDENT

DREW HOOVER



DREW HOOVER-PRESIDENT

9-10-03

(Date Signed)

9-10-03

(Date Signed)

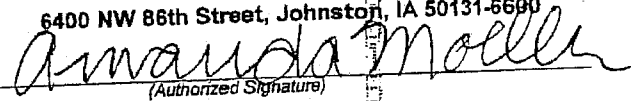
DATE AGREEMENT SIGNED:

29 Oct 03

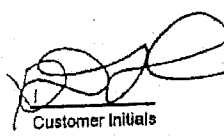
Accepted By: Deere & COMPANY (Lender)

6400 NW 86th Street, Johnston, IA 50131-6600

By



(Authorized Signature)



Customer Initials

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JOHN DEERE CREDIT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
UCC DEPARTMENT	1-888-427-8713
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	
JOHN DEERE CREDIT 6400 NW 86TH STREET P. O. BOX 6630 JOHNSTON, IA 50131	

Alabama
Sec. Of StateB 03-0962287 FS
Date 10/30/2003
Time 14:13
Pg 1

File	\$20.00
ExpPg	\$5.00
Ackn	\$5.00
Form	\$5.00
Total	\$20.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME BROKEN ARROW FARM, L.L.C.			
OR	1b. INDIVIDUAL'S LAST NAME		SUFFIX
1c. MAILING ADDRESS PO BOX 454		CITY FLORALA	STATE AL
		POSTAL CODE 34622	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION AL
			1g. ORGANIZATIONAL ID#, if any 043764674 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME HOOVER		SUFFIX
2c. MAILING ADDRESS 211 GEOHAGEN CIRCLE		CITY LAUREL HILL	STATE FL
		POSTAL CODE 32567	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OR ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME DEERE & COMPANY			
OR	3b. INDIVIDUAL'S LAST NAME		SUFFIX
3c. MAILING ADDRESS 6400 NW 86TH STREET		CITY JOHNSTON	STATE IA
		POSTAL CODE 50131	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

JOHN DEERE	5420	UTILITY TRACTOR
JOHN DEERE	541	LOADER

S/N: S243463
S/N: C023590

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for Record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA SOS ALABAMA JDC79043764674C 10/28/2003 09/10/2003						

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

FBI/01

FLORIDA SECURED TRANSACTION REGISTRY

FILED**2003 Sep 19 AM 12:00**

**** 200304988861 ****

C * 09190331754001-28.0028.00***

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

UCC DEPARTMENT 1-888-427-8713

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

JOHN DEERE CREDIT
6400 NW 86TH STREET
P. O. BOX 6630
JOHNSTON, IA 50131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME BROKEN ARROW FARM, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS PO BOX 454			CITY FLORALA	STATE AL	POSTAL CODE 34622	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION AL	1g. ORGANIZATIONAL ID#, if any 043764674 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME HOOVER		FIRST NAME DREW	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 211 GEOHAGEN CIRCLE			CITY LAUREL HILL	STATE FL	POSTAL CODE 32567	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OR ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME DEERE & COMPANY						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 6400 NW 86TH STREET			CITY JOHNSTON	STATE IA	POSTAL CODE 50131	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

JOHN DEERE 5420 UTILITY TRACTOR S/N: S243463

FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID.

AA-01

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for Record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors Debtor 1 Debtor 2			

8. OPTIONAL FILER REFERENCE DATA
SOS FLORIDA JDC79043764674C 09/17/2003 09/10/2003

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

UCC DEPARTMENT 1-888-427-8713

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

JOHN DEERE CREDIT
6400 NW 86TH STREET
P. O. BOX 6630
JOHNSTON, IA 50131

Alabama
Sec. of State

B 03-0818420 FS
Date 9/19/2003
Time 14:13
Pg 1

File \$20.00
Exp \$0.00
Ackn \$0.00
Form \$0.00

Total \$20.00
05/004

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

BROKEN ARROW FARM, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

PO BOX 454

CITY

FLORALA

STATE

AL

POSTAL CODE

34622

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

CORPORATION

1f. JURISDICTION OF ORGANIZATION

AL

1g. ORGANIZATIONAL ID#, if any

043764674

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

HOOVER

FIRST NAME

DREW

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

211 GEOHAGEN CIRCLE

CITY

LAUREL HILL

STATE

FL

POSTAL CODE

32567

COUNTRY

USA

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OR ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

DEERE & COMPANY

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

6400 NW 86TH STREET

CITY

JOHNSTON

STATE

IA

POSTAL CODE

50131

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

JOHN DEERE

5420

UTILITY TRACTOR

S/N: S243463

5. ALTERNATIVE DESIGNATION (if applicable):

LESSEE/LESSOR

CONSIGNEE/CONSIGNOR

BAILEE/BAILOB

SELLER/BUYER

AG. LIEN

NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for Record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) (optional)

All Debtors

Debtor 1

Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SOS

ALABAMA

JDC79043764674C 09/17/2003 09/10/2003

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

FLORIDA SECURED TRANSACTION REGISTRY

FILED**2003 Oct 30 AM 12:00**

**** 200305329780 ****

C * 10300333689801-28.0028.00***

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

UCC DEPARTMENT 1-888-427-8713

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

JOHN DEERE CREDIT
6400 NW 86TH STREET
P. O. BOX 6630
JOHNSTON, IA 50131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

BROKEN ARROW FARM, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

PO BOX 454

CITY

FLORALA

STATE

AL 34622

COUNTRY
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
CORPORATION

1f. JURISDICTION OF ORGANIZATION

AL

1g. ORGANIZATIONAL ID#, if any

043764674

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

HOOVER

FIRST NAME
DREW

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

211 GEOHAGEN CIRCLE

CITY

LAUREL HILL

STATE
FLPOSTAL CODE
32567COUNTRY
USA

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OR ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

DEERE & COMPANY

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

6400 NW 86TH STREET

CITY

JOHNSTON

STATE
IAPOSTAL CODE
50131COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

JOHN DEERE
JOHN DEERE5420
541UTILITY TRACTOR
LOADERS/N: S243463
S/N: C023590

FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID.

ABDI

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for Record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
SOS		FLORIDA		JDC79043764674C		10/28/2003 09/10/2003

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT B



JOHN DEERE
CREDIT

FIXED RATE CONTRACT
C&FC Business or Commercial Use
RTN4001RA9 (02-06)

LOAN CONTRACT — SECURITY AGREEMENT

Date Contract Printed: 12/30/2004 Contract No: 043-76-4674

17 AD

SELLER'S NAME AND ADDRESS

Beard Equipment Company
33 Industrial Court
Freeport, FL 32439

DEALER NUMBER

17-9019

PHONE NUMBER

850-835-3337

DATE ACCEPTED BY DEERE & COMPANY
For Office Use Only

PHYSICAL DAMAGE INSURANCE REQUIRED: (See Provisions Below)

The insurance provided hereunder does not include liability insurance coverage for bodily injury or property damage caused to others. If I desire liability insurance coverage, I should obtain such coverage from an agent of my choice.

INSURANCE DISCLOSURES: I may obtain Physical Damage Insurance from anyone I want that is acceptable to you. If I get this insurance through you, I will pay the premium shown at right. No insurance will be provided unless I sign at the right and the premium is shown.	NO. Pymts.	PREMIUM	I want Physical Damage Insurance (Sign in this box)
			X
Credit Life Insurance is not required to obtain credit and will not be provided unless I sign at the right and the premium is shown. The policy applies to the first named Debtor only.	NO. Pymts.	PREMIUM	I want Credit Life Insurance (Sign in this box) Age:
			X

BORROWER'S NAME AND ADDRESS

Broken Arrow Farm, L.L.C.
P.O. Box 454
Florala, AL 36442

BUYER'S SSN/TIN Number

██████████-██-4674

BORROWER'S PHONE NO.

██████████-██████████

TYPE OF BUSINESS

LLC

BORROWER RESIDES IN (County / State)

Covington, AL

BORROWER AGREES TO KEEP GOODS IN (County, State)

Covington, AL

NAME AND TITLE OF SIGNING OFFICER (If Corporation or Limited Liability Company)

Drew W. Hoover-Member

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JAN 11 2005

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Document Number: 61044444

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Equipment Type: I

PAGE 1 OF 6

Jan 11/05

CO-BORROWER'S NAME AND ADDRESS		CO-BORROWER'S SSN/TIN Number	CO-BORROWER'S PHONE NO.
Broken Arrow Farm, L.L.C. P.O. Box 454 Florala, AL 36442		██████████674	850-834-4324
		NAME AND TITLE OF CO-SIGNING OFFICER (If Corporation or Limited Liability Company) Kimberly S. Hoover-Member	
CO-BORROWER'S NAME AND ADDRESS		CO-BORROWER'S SSN/TIN Number	CO-BORROWER'S PHONE NO.
Drew W. Hoover 211 Geohagen Circle Laurel Hill, FL 32567		██████████86	850-834-4324
		NAME AND TITLE OF CO-SIGNING OFFICER (If Corporation or Limited Liability Company)	
CO-BORROWER'S NAME AND ADDRESS		CO-BORROWER'S SSN/TIN Number	CO-BORROWER'S PHONE NO.
Kimberly S. Hoover 211 Geohagen Circle Laurel Hill, FL 32567		██████████7837	850-834-4324
		NAME AND TITLE OF CO-SIGNING OFFICER (If Corporation or Limited Liability Company)	

I hereby apply to John Deere Construction & Forestry Company (together with its assigns, the "Lender") for a loan of the Amount Financed shown below, and on the following terms and conditions. The amount of the UNPAID BALANCE shown below on Line 3 is to be used to finance the BALANCE DUE on the PURCHASE ORDER executed in connection with the purchase from the Seller of the Equipment described below (the "Goods"). I agree that I have received the Goods. You can inspect the Goods at any reasonable time.

PARTIES: In this agreement, the words "I", "me", and "my" mean the persons, whether one or more, who sign it as "Borrower(s)" (who is also known as "Debtor(s)"). Except as contained in the Notice to Borrower(s) paragraph, the words "you" or "your" refer to the "Lender" or to anyone the Lender assigns this agreement.

PROMISSORY NOTE: If this Loan Contract is accepted by Lender, I promise to pay to Lender or its order the TOTAL as in line 8 below, in MONTHLY INSTALLMENTS and/or INSTALLMENTS OTHER THAN MONTHLY as shown below. If more than one person signs this agreement as "Borrower" we will be jointly and severally liable for all amounts due under this agreement. I represent that the Goods are being purchased for a business, commercial or agricultural purpose.

EQUIPMENT PURCHASED						
QTY.	NEW/USED	MFR.	MODEL	GOODS (Equipment)	PRODUCT ID NO.	AMOUNT
1	New	JD	650-H	LGP Crawler Dozer with	T0650HX937492	\$96,400.00

TRADE-IN and CASH DOWN PAYMENT						
QTY.	MFR.	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT ID NO.	AMOUNT	
1	JD	450-G	LGP Crawler Dozer Allowance: \$31,000.00 Payoff Amount: \$28,104.35 Lien Holder: Deere Credit Services Payoff Account: 043764674 AA Phone Number: 800-323-8542	843827	\$2,895.65	
					Lender to make Payoff: Yes	
					TOTAL TRADE-IN:	\$2,895.65
					CASH DOWN PAYMENT:	\$10,950.00
					TOTAL TRADE-IN PLUS CASH DOWN:	\$13,845.65

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

Document Number: 61044444 RTN4001RA912/30/2004	<input type="checkbox"/> Original Copy (JDC) <input type="checkbox"/> Dealer Copy <input type="checkbox"/> Customer Copy <input type="checkbox"/> Branch Copy	Equipment Type: I PAGE 2 OF 6
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CONTRACT INSTALLMENTSDATE FINANCE
CHARGE BEGINS:**December 30, 2004**Unless otherwise provided below payments are due each successive month
on the same day of the month as the first payment

NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	FIRST PAYMENT DUE DATE
60	\$1,722.34	February 10, 2005 Monthly Thereafter

The amounts shown below as Finance Charge, Total of Payments and Total Sale Price are estimates based upon the assumption that payments will be made on the scheduled payment due date according to the installment schedule. The actual Finance Charge, Total of Payments, and Total Sale Price may vary depending upon the early or late payment of scheduled installments.

ITEMIZATION OF AMOUNT FINANCED

SALES TAX (Paid to Govt. Agencies)		\$1,361.25
CASH PRICE (Including Tax)	1	\$97,761.25
TOTAL DOWN PAYMENT (Sum of Trade-In & Cash Down Payment)	2	\$13,845.65
UNPAID BALANCE OF CASH PRICE (The amount credited to my account with you).	3	\$83,915.60
ADMINISTRATIVE FEES	4A	\$300.00
OFFICIAL FEES (Paid to Public Officials)	4B	\$20.00
INSURANCE (Credit Life and/or Physical Damage Paid to Insurance Companies).	5	\$0.00
AMOUNT FINANCED (Lines 3, 4A, 4B & 5). The amount of credit provided to me.	6	\$84,235.60
FINANCE CHARGE (Based on line 6) The dollar amount the credit will cost me.	7	\$19,104.80
TOTAL OF PAYMENTS (Lines 6 & 7) The amount I will pay if I make all payments as scheduled.	8	\$103,340.40
ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate).		8.25%
TOTAL SALE PRICE (Lines 1, 4A, 4B, 5 & 7). The total price of my purchase on credit, including my Down Payment of \$13,845.65		\$117,186.05

SECURITY AGREEMENT: To secure the obligation evidenced by this contract and any other obligation that I may owe to Lender or to Lender's affiliates, I grant Lender a Security Interest in the Goods described above (which term includes items, if any, listed as "security" or "additional security") and all parts and accessories now or hereafter incorporated in or on such Goods by way of addition, accession or replacement. I also grant you a Security Interest in all proceeds, including insurance proceeds and refund of insurance premiums financed hereunder. I acknowledge that all security granted on any other Contract between myself and Lender or Lender's affiliates shall also secure the obligations described in this Contract. Buyer represents that all trade-in property, if any, is free and clear of all security agreements, liens and encumbrances.

ADDITIONAL CONTRACT INFORMATION: See all of the pages of this agreement for additional information regarding non-payment, default and early payment.

LATE PAYMENTS: In addition to promising to pay the installments set forth above, I promise to pay past due interest accrued from maturity on each installment in default more than 10 days at the highest rate permitted by applicable state law.

STATE LAW APPLYING: The construction and validity of this Agreement shall be controlled by the law of Iowa, where this agreement is accepted and entered into, and the validity of the security interest shall be controlled by the law of the state where the Goods are to be kept and used.

EARLY PAYMENT: I may prepay my obligation in full at any time prior to the original or any extended maturity and will be charged only for earned Finance Charges.

NSF FEES: If payment is made by a check which is dishonored, I agree to pay you a fee of \$20 or such lesser amount specified by applicable law.

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JAN 11 2005
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RTN4001RA812/30/2004

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Equipment Type: 1

PAGE 3 OF 6

APPLICATION OF PAYMENTS AND PROCEEDS: Any money that you get from me as well as any insurance proceeds, proceeds from the disposition of the Goods following repossession and returned insurance premiums may be applied, at your choice to what I owe under this Agreement or to any other debt I owe you, in spite of any instructions I may send you. Also, they may be applied to finance charges before the unpaid balance of the amount Financed and to late charges, charges for dishonored checks and past due interest before installments. If any proceeds from the sale of the Goods or insurance are applied to the debt, I remain liable to make each periodic payment described in this contract until it is paid in full. You can accept payments marked "paid in full" or with any other restrictive endorsements, without losing any of your rights under this Agreement.

DEFAULT: This contract shall be in default if: (a) I fail to pay any installment when due, (b) I attempt to sell or encumber any interest in the Goods, (c) I institute or have instituted against me proceedings under any bankruptcy or insolvency law, (d) I make an assignment for the benefit of creditors, (e) I fail to pay any taxes levied on the Goods, (f) any attachment, execution, writ or other process is levied against any of my property, (g) I fail at any time to keep the Goods properly insured as described below, (h) I remove the Goods, without prior written notice to Lender, from the location in which I have agreed to keep them, (i) I fail to maintain the Goods in good condition and repair or permit its value to be impaired, (j) I permit the Goods to be used in violation of any law, regulation or policy of insurance, (k) any representation, warranty or statement is made to Lender in connection with this agreement which is false in any material respect when made, (l) any legal entity such as a partnership, limited liability company or corporation that has agreed to pay this agreement ceases to do business, dissolves, liquidates its assets or terminates or fails to maintain its corporate existence, or (m) for any reason Lender deems the debt or security unsafe. In any such event Lender may take possession of any Goods in which Lender has a Security Interest and exercise any other remedies provided by law, and may immediately and without notice of intent to declare all of the indebtedness due and payable, declare the entire balance of this contract due and payable. In addition, to the extent permitted by law, Lender may collect all reasonable expenses, including attorneys' fees, incurred in realizing on the Security Interest granted hereunder, or otherwise enforcing the terms of this contract. Lender also has the right to take possession of the Goods or render the Goods unusable.

If you take possession of the Goods after I default, it shall be commercially reasonable for Lender to sell the Goods at a public or private sale: (i) at wholesale to a dealer in used goods of like kind; (ii) at retail to a purchaser directly or through a dealer in such used goods; or (iii) to any John Deere dealer or comparable Lender or equipment through any on-line or in-person auction or other sale, such action shall constitute a commercially reasonable sale. I acknowledge that you may, instead of selling the security, lease or rent the security and such action shall be commercially reasonable so long as you apply the proceeds of such lease or rental to the indebtedness either as such payments are received, or based upon a present value of the scheduled lease or rental payments. The enumeration of the methods described in this paragraph are without limitation to the Lender's right to dispose of the Goods by any other manner or method, whether by sale, lease, or otherwise, in a commercially reasonable fashion. You also have the right to take possession of the Goods or to render the Goods unusable. A ten day notice of sale mailed to me at my address as shown on your records shall be considered reasonable notice, unless otherwise specified by law. If I reside in Texas, I agree that any remaining amounts due under this contract after any default by me shall be payable to Lender or its order at Dallas, in Dallas County, Texas.

RISK OF LOSS AND OTHER AGREEMENTS: The Goods are held by me at my risk and expense with no abatement in my obligation on account of loss or damage. I will settle all claims of any kind against SELLER directly with SELLER and I will not use any such claim as a defense, setoff or counterclaim against any effort by Lender to enforce this contract. Waiver or condonation of any breach or default shall not constitute a waiver of any other or subsequent breach or default. To the extent permitted by law, I agree that a financing statement which describes either the security contained in this Contract or a financing statement which references all equipment currently or in the future financed by Lender or its assigns, may be filed in the appropriate governmental office without my signature. I agree that I will notify you whenever I change my state of location, as such term is used in Section 9-307 of the Uniform Commercial Code. FAX AND ELECTRONIC SIGNATURE: Each person who signs this contract agrees that any carbon signature, facsimile signature or electronic signature shall constitute an original signature within the meaning of applicable law, for all purposes. Any provision hereof prohibited by law shall be ineffective and deemed deleted to the extent of such prohibition and shall not invalidate any other provision hereof. Lender may correct patent or clerical errors in this contract, or in any purchase orders or financing statements executed in connection herewith. CONSENT TO RECORD CALLS: I consent and agree that my telephone conversations with you may be monitored and recorded to further improve your customer service.

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JAN 11 2005
DEERE CREDIT SERVICES

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Document Number: 61044444

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☐ Original Copy (JDC)

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☐ Customer Copy

☐ Branch Copy

Equipment Type: 1

PAGE 4 OF 6

PHYSICAL DAMAGE INSURANCE PROVISIONS: I agree that (except to the extent this contract is for service work) I will at all times keep the Goods insured against all risks of loss, damage or destruction for their full insurable value, with Lender listed as loss payee. I may choose the person through whom I obtain the insurance, but the insurance must be acceptable to Lender. Such insurance will provide that it may not be cancelled by me without Lender's consent and may not be cancelled by the insurer without at least 10 days written notice to Lender. I agree to provide Lender with evidence of the paid-up insurance policy that I have on the Goods within 15 days of the date of this contract and at least 30 days before the renewal date. It is understood that if I fail to deliver to Lender satisfactory evidence of paid-up insurance, Lender may, but shall not be obligated to, purchase such insurance. I agree to pay the cost thereof either at such time or times as Lender demands, together with interest thereon at the Contract Rate until paid, or to have such cost added as increases in the amounts of the installments at the sole discretion of Lender. If I provide evidence of paid-up insurance after these time periods, I agree to reimburse Lender for the cost of any insurance Lender purchased until the date such evidence is provided by me. In addition, if permitted by law, I agree to pay a reasonable administrative fee to Lender for obtaining and canceling such insurance.

I understand that I may meet this insurance requirement by having you purchase such insurance. Inclusion of an amount for Physical Damage Insurance in Insurance Disclosures box on the front of this contract will be my election to do this, but such insurance will only be purchased if John Deere Construction & Forestry Company accepts assignment of this agreement. Such insurance will cover the fair market value of the Goods at the time of loss and will remain in effect until my debt to you is paid in full, or your Security Interest in the Goods terminates, or I default under this contract and you cancel the insurance, or any of the Goods are repossessed, or the Retail Installment Sales Floater Policy under which you purchased the insurance is terminated.

If I default under this contract, I give you permission to cancel any insurance on the Goods and, if allowed by law, to apply any premium refunds to my debt to you with any excess returned to me.

Any proceeds payable to me from insurance by reason of loss, damage or destruction of the Goods may be applied to my outstanding debt to you or to replacement of the Goods, at your sole discretion.

I understand and agree that you may consider my debt in default if I fail to keep the Goods properly insured at any time before my debt to you is paid in full. If that happens, you may, but are not obligated to, buy insurance to protect the Goods and add the cost to my debt to you, and I promise to pay such additional cost upon your demand.

FINANCE CHARGE START DATE: I acknowledge that unless this Contract is not accepted by the Lender, the finance charge shall commence accruing on the date specified above, regardless of when I execute this Contract.

NOTICE TO BORROWER(S): 1. Do not sign this contract before you have read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under law, you may have the following rights, among others: (a) to pay off in advance the full amount due and to obtain a partial refund of the finance charge, (b) to redeem the property if repossessed for a default within the time provided by law.

I agree that the provisions on the pages of this form are part of my agreement with you and are also binding on me.

Liability insurance coverage for bodily injury and property damage caused to others not included..

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

I acknowledge receipt of a true copy hereof.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

Document Number: 61044444

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☐ Customer Copy

☐ Branch Copy

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JAN 11 2005

DEERE CREDIT SERVICES
Equipment Type: I

PAGE 5 OF 6

Broken Arrow Farm, L.L.C.

X [Signature] 12/30/04
(Date Signed)

Drew W. Hoover-Member

Broken Arrow Farm, L.L.C.

X Kimberly Hoover 1-3-05
(Date Signed)

Kimberly S. Hoover-Member

X [Signature] 1-3-05
(Date Signed)

Drew W. Hoover

X Kimberly Hoover 1-3-05
(Date Signed)

Kimberly S. Hoover

DATE AGREEMENT SIGNED: _____

Accepted By: JOHN DEERE CONSTRUCTION &
FORESTRY COMPANY (Lender)
6400 NW 86th Street, Johnston, IA 50131-6600

By [Signature]
(Authorized Signature)

Janice Morgan 1/18/05

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DEERE CREDIT SERVICES

Equipment Type: 1

PAGE 6 OF 6

043764674

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
UCC DEPARTMENT	1-888-427-8713
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	
JOHN DEERE CREDIT 6400 NW 86TH STREET P. O. BOX 6630 JOHNSTON, IA 50131	

Alabama
Sec. Of State
B 05-0033972 FS
Date 1/13/2005
Time 13:42
Pg 1

File \$20.00
Exp \$0.00
Ackn \$0.00
Form \$0.00

Total \$20.00
04/047

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME BROKEN ARROW FARM, L.L.C.		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 1b. INDIVIDUAL'S LAST NAME		CITY FLORALA		STATE AL		POSTAL CODE 36442	
1c. MAILING ADDRESS PO BOX 454		CITY FLORALA		STATE AL		POSTAL CODE 36442	
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION CORPORATION		1f. JURISDICTION OF ORGANIZATION AL	
				1g. ORGANIZATIONAL ID#, if any DLL 690-145		<input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 2b. INDIVIDUAL'S LAST NAME		CITY		STATE		POSTAL CODE	
2c. MAILING ADDRESS		CITY		STATE		POSTAL CODE	
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION	
				2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OR ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JOHN DEERE CONSTRUCTION & FORESTRY COMPANY		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 3b. INDIVIDUAL'S LAST NAME		CITY JOHNSTON		STATE IA		POSTAL CODE 50131	
3c. MAILING ADDRESS 6400 NW 86TH STREET		CITY JOHNSTON		STATE IA		POSTAL CODE 50131	

4. This FINANCING STATEMENT covers the following collateral:

John Deere

650H

CRAWLER DOZER

S/N: 937492

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for Record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA SOS ALABAMA 470432 01/12/2005							

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